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16 UNITED STATES DISTRICT COURT
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18 NORTHERN DISTRICT OF CALIFORNIA
19
20 OAKLAND DIVISION

21 LORILLARD TOBACCO COMPANY, a
Delaware corporation,

22 Plaintiff,

23 v.

24 TENDERLOIN GROCERY, a business
entity; AHMED SAID, an individual; and
25 DOES 1 – 10 inclusive,

26 Defendants.

27 AND RELATED COUNTERCLAIMS
28

CASE NO. C05 3123 CW

**STIPULATION AND ~~PROPOSED~~ ORDER
FOR ENTRY OF PERMANENT
INJUNCTION; STIPULATION OF
DISMISSAL**

1 Plaintiff Lorillard Tobacco Company ("Lorillard"), on the one hand, and Defendants
 2 Tenderloin Grocery and Ahmed Said (collectively "Defendants"), on the other hand, by and
 3 through their counsel hereby stipulate and agree pursuant to Rule 65 of the Federal Rules of Civil
 4 Procedure as follows:

5 With regard to Lorillard's registered trademarks LORILLARD®, NEWPORT®,
 6 NEWPORT® (stylized), Spinnaker Design®, and NEWPORT and Design®, registered on the
 7 Principal Register in the United States Patent and Trademark Office (collectively, the "Lorillard
 8 Marks"), copies of the certificates of registration of which are attached hereto as Exhibit A, it is
 9 hereby stipulated and agreed that commencing immediately from the date of entry of the
 10 Stipulation and Order for Permanent Injunction, Defendants and any of their owners, officers,
 11 agents, servants, employees, and attorneys, and those persons in active concert or participation
 12 with them who receive actual notice of this Order by personal service or otherwise, are hereby
 13 permanently enjoined and restrained from directly or indirectly:

14 (1) using any reproduction, counterfeit, copy, or colorable imitation of the Lorillard
 15 Marks in connection with the importation, sale, offering for sale, or distribution of cigarettes in
 16 the United States;

17 (2) using the Lorillard Marks or any reproduction, counterfeit, copy, or colorable
 18 imitation of the same in any manner likely to cause others to believe that Defendants' products are
 19 connected with Lorillard or are genuine Lorillard products, if they are not;

20 (3) passing off, inducing, or enabling others to sell or pass off any merchandise which
 21 is not genuine Lorillard merchandise as and for genuine Lorillard merchandise;

22 (4) making any false or misleading statements regarding Lorillard or its respective
 23 goods, or the relationship between Lorillard, on the one hand, and Defendants, on the other hand;

24 (5) committing any other acts calculated to cause purchasers to believe that
 25 Defendants' products are Lorillard's products, if they are not;

26 (6) importing, shipping, delivering, distributing, holding for sale, returning,
 27 transferring, or otherwise moving or disposing of in any manner such cigarettes falsely bearing
 28 one or more of the Lorillard Marks or any reproduction, counterfeit, copy, or colorable imitation

1 one or more of the Lorillard Marks or any reproduction, counterfeit, copy, or colorable imitation
2 of the same;

3 (7) other than pursuant to agreement of Lorillard, moving, destroying, or otherwise
4 disposing of any goods, boxes, labels, packaging or other items or documents bearing any
5 reproduction, counterfeit, or imitation of the Lorillard Marks, or removing, destroying, or
6 otherwise disposing of any business records or documents relating in any way to the manufacture,
7 importation, acquisition, purchase, distribution, or sale of goods or merchandise bearing any
8 reproduction, counterfeit, or imitation of the Lorillard Marks; and

9 (8) assisting, aiding, or abetting any other person or business entity in engaging in or
10 performing any of the activities referred to in the above paragraphs (1) through (7).

11 **IT IS FURTHER AGREED** that Defendants acknowledge receipt of this Stipulation and
12 Order for Permanent Injunction and waive further service thereof.

13 **IT IS FURTHER AGREED AND ORDERED** that this action is hereby dismissed with
14 prejudice, each party to bear its own fees and costs, provided, however, that the United States
15 District Court for the Northern District of California shall maintain jurisdiction over the parties to
16 enforce this Permanent Injunction and to enforce the terms of the settlement agreement between
17 the parties.

18 Dated: May 2, 2006

DLA PIPER RUDNICK GRAY CARY US
LLP

19 By: [Signature]
20 THOMAS A. BURG
21 Attorneys for Plaintiff
22 LORILLARD TOBACCO COMPANY

23 Dated: April 25, 2006

MICHAEL J. BLUMENFELD A
PROFESSIONAL CORPORATION

24 By: [Signature]
25 CHERYL MARTINSEN
26 Attorneys for Defendants
27 TENDERLOIN GROCERY and
28 AHMED SAID

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DLA PIPER RUDNICK
GRAY CARY US LLP

STIPULATION AND [PROPOSED] ORDER FOR
ENTRY OF PERMANENT INJUNCTION;
STIPULATION FOR DISMISSAL C05-3123 CW

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Dated: 5/11/06 _____



Hon. Claudia Wilken